

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA**

BAXTER G. TROUTMAN, derivatively  
as Shareholder of and on behalf of  
Alico, Inc., a Florida profit corporation,

Plaintiff,

v.

Case No. 08-CA-10178

JOHN R. ALEXANDER, individually;  
JOHN D. ALEXANDER, individually;

Division: 8

Defendants,

and

ALICO, INC.,

Nominal Defendant.

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**FIRST AMENDED VERIFIED COMPLAINT  
AND DEMAND FOR JURY TRIAL**

Plaintiff, BAXTER G. TROUTMAN, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, by and through the undersigned attorneys, sues Defendants, JOHN R. ALEXANDER, individually, and JOHN D. ALEXANDER, individually, and sues Nominal Defendant, ALICO, INC., and in support thereof alleges:

**GENERAL ALLEGATIONS**

1. This is a shareholder derivative action pursuant to *Fla. Stat.* § 607.07401 to recover damages for Alico, Inc., a Florida profit corporation (hereinafter "Alico") in excess of \$1 million.

2. Alico is a land management company with its corporate office in Fort Myers, Florida, with holdings in Polk County.

3. Defendants, John D. Alexander (hereinafter "Defendant J.D. Alexander") and John R. Alexander (hereinafter "Defendant J.R. Alexander") and (hereinafter together "the Alexander Defendants") are residents of Polk County, Florida.

4. Plaintiff, BAXTER G. TROUTMAN, derivatively as a shareholder of and on behalf of Alico, Inc., (hereinafter "Plaintiff Troutman") is and was at all times material to the actions complained of herein a shareholder in Alico.

5. Defendant J.D. Alexander at all times material hereto was a director on the board of Alico and in control of the controlling shareholder of Alico.

6. At all times material hereto, Atlantic Blue Trust (hereinafter "ABT") was the controlling shareholder of Alico (hereinafter "the controlling shareholder").

7. Defendant J.R. Alexander at all times material hereto was a director and chairman of the board of Alico as well as the president and CEO and in control of the controlling shareholder of Alico.

8. The controlling shareholder corporation was formed after intrafamilial litigation between Defendant J.R. Alexander's brother-in-law, Ben Hill Griffin, III, and his four (4) sisters.

9. The Alexander Defendants were looked upon by the families of the four (4) sisters, as the leaders of the future of the controlling shareholder. After the litigation, only three (3) sisters remained because the Harris family was bought out.

10. The Alexander Defendants demanded a lockstep unified effort from all involved in the controlling shareholder.

11. It was expected by the Alexander Defendants that the other family members would follow their leads without question and that they were to do what they were told and follow the Alexander Defendants' demands and guidance in silence.

12. The other family members did so during the relevant time period in 2004 and 2005.

13. For all intents and purposes, at all material times hereto, the Alexander Defendants controlled the controlling shareholder of Alico.

14. At all material times in 2004 and 2005, Defendant J.R. Alexander had the complete authority to vote all of the controlling shareholder's shares of Alico stock, thereby the Alexander Defendants controlled all seats on the Alico board.

15. While serving on the Alico board of directors in approximately February/March 2004, the Alexander Defendants, before putting in a business plan or strategy for Alico, decided to come up with a scheme to take Alico private and propose a merger that would harm Alico and benefit the Alexander Defendants.

16. The Alexander Defendants put together a plan that would start with an Alico restructure that would be the first step in taking Alico private which would be in their own self-interests.

17. Step two to the plan would be to put directors on the Alico board that they could control, including family members, so that Alico's board would be controlled by board members who had the best interests of the controlling shareholder of Alico in mind and not the best interests of Alico.

18. This feat was going to be accomplished through a restructuring, including a merger between the controlling shareholder and Alico.

19. Either through circumvention of the nominating committee or through the controlling vote in Alico, the Alexander Defendants intended to fill the Alico board with members that could be controlled by them; a feat they accomplished.

20. The Alexander Defendants knew at all times material hereto that the controlling shareholder carried a large amount of debt that would not be beneficial to Alico and still they pushed the merger. The Alexander Defendants knew this because they incurred the debt when they bought out the Harris family.

21. The Alexander Defendants demanded early in the process of the restructuring on the payment of a special dividend by Alico, structured in a manner that would have the effect of further increasing their own shareholdings in Alico, including the shareholdings of the controlling shareholder.

22. The Alexander Defendants knowing that the proposal demanded by them was not in the best interests of Alico, nevertheless wrongfully requested that Alico consider a restructuring, including the possibility of a merger with the controlling shareholder and the payment of a special dividend to the Alexander Defendants in August 2004.

23. The following events among others reflected a breach of fiduciary duty and loyalty to Alico, the results of which caused damage to Alico:

A. The Alexander Defendants' self-serving efforts to circumvent the Alico board's nominating committee procedures to nominate an Atlantic Blue Trust, Inc. director to fill the vacancy on the board created by the retirement of W. Bernard Lester.

B. The insistence by the Alexander Defendants that the Alexander Defendants constitute a substantial part of the senior management team at Alico following the consummation of the payment of a special dividend.

C. The Alexander Defendants' repeated insistence on the payment of a special dividend and that Defendant J.R. Alexander would serve for a period of two (2) or more years as "interim" chief executive officer following the retirement of W. Bernard Lester, notwithstanding the Alico board's repeated declarations of objection to such an arrangement.

D. The continued pressure put on the independent directors by the Alexander Defendants to in essence rubberstamp the merger proposal.

E. The complaining to Larry Carter, the chairman of the independent directors special committee, that their review of the merger proposal was taking too long resulting in Larry Carter telling Defendant J.R. Alexander, "John, I'm not buying half of what you're selling."

F. When it became obvious to the Alexander Defendants that the special committee that was looking into the merger was considering acquiring the land of the majority stockholder which could have been in the best interests of Alico, they tried to convince Larry Carter to change his position and only look at the merger proposal as it was proposed which would be better for the controlling shareholder and against the best interests of Alico.

G. Defendant J.R. Alexander remaining in a conflicted position as chairman of Alico and chairman and CEO of the controlling shareholder, two (2) very similar companies.

H. Defendant J.D. Alexander remaining in a conflicted position as a board member of Alico and the controlling shareholder.

I. The Alexander Defendants' considerable time developing a strategy for the controlling shareholder while failing to do the same for Alico.

24. In an effort to safeguard against the above-referenced concerns, the independent directors demanded that the board and the controlling shareholder, as applicable, adopt the following agreements and procedures:

A. A standstill. During the period ending the first business day following Alico's annual meeting the shareholders (the "Term") none of the controlling shareholder, its shareholders and their respective affiliates would acquire beneficial ownership of (except pursuant to the pending restructuring proposal), or become part of a "group" with respect to "any shares of Alico's capital stock other than those reflected on the controlling shareholder's December 16, 2004 Schedule 13D."

B. The Board's composition; support for the Board. During the Term, none of the controlling shareholder, its shareholders and their respective affiliates would take any action to change the composition or size of the Board or the terms of the nominating committee charter or, except through the controlling shareholder's representatives on the board, take any action to affect the policies or management of Alico, or solicit or participate in solicitation of proxies except in accordance with the recommendation of the board.

C. Senior Management. The board would promptly engage in an executive search firm for the purpose of undertaking an expedited search for, and recommendations as to, a CEO and certain other executive officers of Alico. The independent board proposed that candidates could include affiliates of the controlling shareholder. Through in-depth screening and interviewing of all candidates presented pursuant to this process, the independent board would identify the best qualified persons and make all efforts to hire them on appropriate and customary terms.

D. Counsel and advisors. In the event, the special committee of independent directors were to be dissolved, the independent directors would still be authorized to retain and compensate any legal, financial or other advisors the independent directors deemed necessary or appropriate to assist them in the exercise of their duties as directors of the board.

E. Procedural matters. Alico would adopt customary advanced notice By-Laws for director nominations and shareholder proposals and provisions allowing the independent board to require the establishment of a record date in connection with any written consent in lieu of a shareholder's meeting.

25. At the January 31, 2005 Alico board meeting, the Alexander Defendants, as board members of Alico and as the controllers of the controlling shareholder, rejected the demands of the independent directors directly causing the independent directors to resign.

26. In making the decision to reject the demands of the independent directors, directly causing the independent directors to resign, the Alexander Defendants failed to view the demands from the perspective of being an Alico board member, and whether such action would be in the best interests of Alico.

27. The Alexander Defendants rejected the demands of the independent directors as Alico board members but analyzed the demands from their perspective as the controlling shareholder board members.

28. The Alexander Defendants tried to push through their ill-advised proposal without concern to the wellbeing of Alico and its shareholders only thinking about their own interests in the controlling shareholder.

29. The Alexander Defendants denied the demands by the independent directors so that they could subsequently appoint the directors they wanted to the Alico board in furtherance of their plan and in their own self-interests. This plan actually came to fruition as they handpicked the future board members of Alico.

30. This unyielding position by the Alexander Defendants on the ability to remove or replace directors and the Alexander Defendants' desire to increase the controlling shareholder's ownership of Alico is a clear case of the Alexander Defendants exercising undue influence.

31. The independent directors resigned because of the restructuring proposal, the undue influence on them by the Alexander Defendants and because they knew they were going to be removed by the Alexander Defendants.

32. During the process of drafting their resignation letter, the independent directors noted that Defendant J.R. Alexander had failed to observe proper governance procedures during his attempt to add another director to the board without giving any deference to the nominating committee and its established process for nominating directors.

33. The independent directors noted Defendant J.R. Alexander's lack of judgment in ignoring the nominating committee process while trying to put more directors on the Alico board when the company was considering a transaction with the majority shareholder.

34. The independent directors reviewed the difficult circumstances facing Alico as a result of the Alexander Defendants' conduct.

35. The independent directors noted the Alexander Defendants' failure to set forth a strategy for Alico since the spring of 2004 when Bernie Lester announced his plans to retire, while instead the Alexander Defendants had spent considerable time developing a strategy for the majority shareholder which they controlled.

36. The independent directors further noted that the proposed transaction highlighted the Alexander Defendants' improper governance issues.

37. The independent directors agreed that Defendant J.R. Alexander had demonstrated a disrespect for proper principles of corporate governance.

38. At the final board meeting where the independent directors resigned, Defendant J.D. Alexander stated he could no longer work with independent director Larry Carter because Larry Carter had called his dad, Defendant J.R. Alexander, a liar.

39. As directors of Alico, the Alexander Defendants, negligently, carelessly, and intentionally failed to perform their duties so that funds and assets of the Nominal Defendant corporation Alico were wasted.

40. By the actions described in this complaint, Plaintiff Troutman and other similarly situated shareholders, and the Nominal Defendant corporation Alico, suffered great loss because of the Alexander Defendants' actions.



41. Based upon the rejection of the demands by the Alico independent directors and against the background of the independent board members' great concern that Alico was asked to consider by the Alexander Defendants payment of a special dividend which would disproportionately benefit the Alexander Defendants and the controlling shareholders, the Alexander Defendants' actions including those described in this complaint and their unwillingness to accept the crucial terms of the independent board members' proposal, caused the mass resignation of the independent directors of Alico.

42. After the mass resignation, the Alexander Defendants appointed their own board members to the board as well as appointing Defendant J.R. Alexander as CEO of Alico thereby realizing their own personal benefit.

43. As a direct and proximate result of this, Alico suffered over \$1 million worth of damages which consist of:

1. fees incurred by the independent committee evaluating a restructuring proposal detrimental to Alico;
2. costs associated with obtaining new directors;
3. costs associated with public relations in serving Alico's public image after the independent board members resigned;
4. costs associated with dealing with the SEC; and
5. costs associated with the investigation by the special committee in the instant case since the special committee was clearly not independent. See Exhibit A attached hereto and incorporated herein.

44. The Alexander Defendants through their bullying tactics caused the mass resignation of five (5) independent directors to resign which had never happened in the history of the SEC.

45. Pursuant to *Fla. Stat.* § 607.07401, the prevailing party in the instant case may be awarded reasonable expenses for maintaining the proceeding, including reasonable attorney's fees.

46. Plaintiff Troutman initially did not send a demand to Alico for investigation into the claims alleged in this complaint because Plaintiff Troutman believed such a demand would be futile.

47. The reason Plaintiff Troutman believed such a demand would be futile was because the Alexander Defendants would not select "independent" special committee members to basically investigate claims against themselves.

48. Furthermore, no Alico board members on the special committee could be independent because at any time they could be removed by the Alexander Defendants.

49. Plaintiff Troutman further believed that the Alexander Defendants would never avail themselves with an independent outside source to evaluate the claims against them.

50. On October 31, 2008, pursuant to § 607.07401(3)(b), a special litigation committee was formed.

51. The special litigation committee's findings were rejected by this Trial Court. See Exhibit A attached hereto and incorporated herein.

52. All the reasons why Plaintiff Troutman believed a demand to the Alico board to form a special litigation committee would be futile came to fruition.

53. As a result, the Trial Court recognized the farce that was the special committee as they were clearly puppeteered by the Alexander Defendants.

54. The damages resulting from this exercise in futility are significant and should be part of the damages in this case as they directly arise out of a breach of fiduciary duty and breach of loyalty by the Alexander Defendants.

55. The Alexander Defendants' actions described in this complaint show a conscience disregard for the best interests of the corporation Alico, since they knew that the proposal was not in the best interests of Alico and that rejecting the demands by the independent directors was also not in the best interests of Alico.

56. The actions by the Alexander Defendants described in this complaint arise to the level of willful misconduct against the corporation Alico, since they knew that the proposal was not in the best interests of Alico and that rejecting the demands by the independent directors was also not in the best interests of Alico.

57. The actions by the Alexander Defendants described in this complaint were clearly reckless in that they knew, or it was so obvious that it should have been known, that their actions could lead to the departure of the independent directors causing damages to the corporation Alico.

58. The actions by the Alexander Defendants described in this complaint were committed in bad faith, since they knew that the proposal was not in the best interests of Alico and that rejecting the demands by the independent directors was also not in the best interests of Alico.

59. The actions by the Alexander Defendants described in this complaint were committed with malicious purpose to cause damage to the corporation Alico, since they

knew that the proposal was not in the best interests of Alico and that rejecting the demands by the independent directors was also not in the best interests of Alico.

60. The Alexander Defendants developed the basis of the proposal knowing it was bad for Alico but good for them and the controlling shareholder. Furthermore, the Alexander Defendants rejected the demands by the independent directors knowing that the rejection was bad for Alico and good for them and the controlling shareholder.

**COUNT I**  
**BREACH OF FIDUCIARY DUTY**  
**AGAINST DEFENDANT J.D. ALEXANDER**

61. Plaintiff Troutman realleges and reincorporates paragraphs 1 through 60 above as if fully set forth herein.

62. Defendant J.D. Alexander as a director of Alico had a fiduciary duty to the shareholders of Alico.

63. Defendant J.D. Alexander breached that duty.

64. Defendant J.D. Alexander breached that duty by the following actions, including but not limited to: (1) as an Alico board member by knowingly causing the bad proposal for Alico to be made; (2) as an Alico board member actively participating in the development of the merger proposal; (3) as an Alico board member supporting a special dividend proposal that would not be in the best interests of Alico; (4) as an Alico board member rejecting a demand by the independent directors to protect Alico from its controlling shareholder; and (5) for completely ignoring Alico in any of the actions taken as described in this complaint.

65. Defendant J.D. Alexander was on both sides of the merger proposal in his capacity as director on both corporations.

66. Defendant J.D. Alexander was on both sides of the demand for limitations on the controlling shareholder in his capacity as director on both corporations.

67. After the merger proposal was made, the Defendant J.D. Alexander exhibited pressure on Alico to rubberstamp the proposal.

68. Defendant J.D. Alexander's breach proximately caused nominal as well as actual damages in the instant case.

WHEREFORE, Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, requests:

1. That this Court use its discretion and grant a jury trial.
2. A determination of the losses sustained by the Defendant corporation Alico by reason of the wrongful acts and negligence of the Defendant J.D. Alexander.
3. That Defendant J.D. Alexander be directed to pay to Defendant Alico the sums so found to be due and that judgment be entered against Defendant J.D. Alexander in the amount found to be due in favor of Defendant corporation Alico.
4. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be awarded reasonable expenses for maintaining this action, including reasonable attorney's fees and costs.
5. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be granted such other and further relief as may be just.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY**  
**AGAINST DEFENDANT J.R. ALEXANDER**

69. Plaintiff Troutman realleges and reincorporates paragraphs 1 through 60 above as if fully set forth herein.

70. Defendant J.R. Alexander as a director of Alico and officer of Alico had a fiduciary duty to the shareholders of Alico.

71. Defendant J.R. Alexander breached that duty.

72. Defendant J.R. Alexander breached that duty by the following actions, including but not limited to: (1) as an Alico board member by knowingly causing the bad proposal for Alico to be made; (2) as an Alico board member actively participating in the development of the merger proposal; (3) as an Alico board member supporting a special dividend proposal that would not be in the best interests of Alico; (4) as an Alico board member rejecting a demand by the independent directors to protect Alico from its controlling shareholder; and (5) for completely ignoring Alico in any of the actions taken as described in this complaint.

73. Defendant J.R. Alexander was on both sides of the merger proposal as director and chairman of Alico and as president and CEO of the controlling shareholder.

74. Defendant J.R. Alexander was on both sides of the demand for limitations on the controlling shareholder as director and chairman of Alico and as president and CEO of the controlling shareholder.

75. After the merger proposal was made, the Defendant J.R. Alexander exhibited pressure on Alico to rubberstamp the proposal.

76. Defendant J.R. Alexander's breach proximately caused nominal as well as actual damages in the instant case.

WHEREFORE, Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, requests:

1. That this Court use its discretion and grant a jury trial.

2. A determination of the losses sustained by the Defendant corporation Alico by reason of the wrongful acts of the Defendant J.R. Alexander.

3. That Defendant J.R. Alexander be directed to pay to Defendant Alico the sums so found to be due and that judgment be entered against Defendant J.R. Alexander in the amount found to be due in favor of Defendant corporation Alico.

4. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be awarded reasonable expenses for maintaining this action, including reasonable attorney's fees and costs.

5. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be granted such other and further relief as may be just.

**COUNT III**  
**BREACH OF DUTY OF LOYALTY**  
**AGAINST DEFENDANT J.D. ALEXANDER**

77. Plaintiff Troutman realleges and reincorporates paragraphs 1 through 60 above as if fully set forth herein.

78. Defendant J.D. Alexander as a director of Alico owed a duty of loyalty to Alico.

79. This duty mandates that the best interests of Alico and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the stockholders generally.

80. A self-dealing transaction involves either a director appearing on both sides of a transaction or a director receiving a personal benefit from a transaction not received by the shareholders generally.

81. Defendant J.D. Alexander appeared on both sides of the transaction in his capacity as director on both corporations.

82. Defendant J.D. Alexander was on both sides of the demand for limitations on the controlling shareholder in his capacity as director on both corporations.

83. The duty of loyalty is transgressed when a corporate fiduciary, whether director or officer, uses his or her corporate office to **promote, advance or** effectuate a transaction and that transaction is not substantively fair to the corporation.

84. Whether a director or officer has properly discharged his or her duty of loyalty is a question of fact to be determined in each case in view of all of the circumstances.

85. Defendant J.D. Alexander breached that duty by the following actions, including but not limited to: (1) as an Alico board member by knowingly causing the bad proposal for Alico to be made; (2) as an Alico board member actively participating in the development of the merger proposal; (3) as an Alico board member supporting a special dividend proposal that would not be in the best interests of Alico; (4) as an Alico board member rejecting a demand by the independent directors to protect Alico from its controlling shareholder; and (5) for completely ignoring Alico in any of the actions taken as described in this complaint.

86. After the merger proposal was made, the Defendant J.D. Alexander exhibited pressure on Alico to rubberstamp the proposal.

WHEREFORE, Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, requests:

1. That this Court use its discretion and grant a jury trial.



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3. That Defendant J.D. Alexander be directed to pay to Defendant Alico the sums so found to be due and that judgment be entered against Defendant J.D. Alexander in the amount found to be due in favor of Defendant corporation Alico.

4. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be awarded reasonable expenses for maintaining this action, including reasonable attorney's fees and costs.

5. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be granted such other and further relief as may be just.

**COUNT IV**  
**BREACH OF DUTY OF LOYALTY**  
**AGAINST DEFENDANT J.R. ALEXANDER**

87. Plaintiff Troutman realleges and reincorporates paragraphs 1 through 60 above as if fully set forth herein.

88. Defendant J.R. Alexander as a director of Alico owed a duty of loyalty to Alico.

89. This duty mandates that the best interests of Alico and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the stockholders generally.

90. A self-dealing transaction involves either a director appearing on both sides of a transaction or a director receiving a personal benefit from a transaction not received by the shareholders generally.

91. Defendant J.R. Alexander appeared on both sides of the transaction as director and chairman of Alico and as president and CEO of the controlling shareholder.

92. Defendant J.R. Alexander was on both sides of the demand for limitations on the controlling shareholder as director and chairman of Alico and as president and CEO of the controlling shareholder.

93. The duty of loyalty is transgressed when a corporate fiduciary, whether director or officer, uses his or her corporate office to **promote, advance** or effectuate a transaction and that transaction is not substantively fair to the corporation.

94. Whether a director or officer has properly discharged his or her duty of loyalty is a question of fact to be determined in each case in view of all of the circumstances.

95. Defendant J.R. Alexander breached that duty by the following actions, including but not limited to: (1) as an Alico board member by knowingly causing the bad proposal for Alico to be made; (2) as an Alico board member actively participating in the development of the merger proposal; (3) as an Alico board member supporting a special dividend proposal that would not be in the best interests of Alico; (4) as an Alico board member rejecting a demand by the independent directors to protect Alico from its controlling shareholder; and (5) for completely ignoring Alico in any of the actions taken as described in this complaint.

96. After the merger proposal was made, the Defendant J.R. Alexander exhibited pressure on Alico to rubberstamp the proposal.

WHEREFORE, Plaintiff Troutman derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, requests:

1. That this Court use its discretion and grant a jury trial.
2. A determination of the losses sustained by the Defendant corporation Alico by reason of the wrongful acts and negligence of the Defendant J.R. Alexander.
3. That Defendant J.R. Alexander be directed to pay to Defendant Alico the sums so found to be due and that judgment be entered against Defendant J.R. Alexander in the amount found to be due in favor of Defendant corporation Alico.
4. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be awarded reasonable expenses for maintaining this action, including reasonable attorney's fees and costs.
5. Plaintiff Troutman, derivatively as a shareholder of and on behalf of Alico, Inc., a Florida profit corporation, be granted such other and further relief as may be just.

**DEMAND FOR JURY TRIAL**

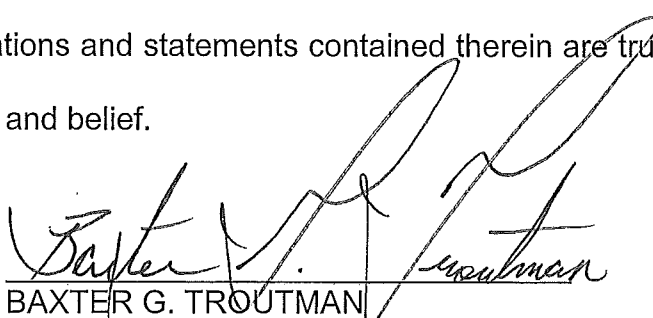
Plaintiff Troutman demands a trial by jury on all issues so triable.

**VERIFICATION TO FIRST AMENDED COMPLAINT  
AND DEMAND FOR JURY TRIAL**

STATE OF FLORIDA )

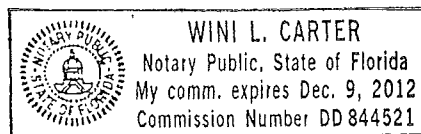
COUNTY OF POLK )

BEFORE ME, the undersigned authority personally appeared BAXTER G. TROUTMAN, to me known to be the person described in and who executed the foregoing Verification to First Amended Complaint and Demand for Jury Trial, and who acknowledged before me that the allegations and statements contained therein are true and correct to the best of his knowledge and belief.

  
BAXTER G. TROUTMAN

SWORN TO AND SUBSCRIBED before me this 16 day of December, 2011, by BAXTER G. TROUTMAN, who is personally known to me and who was sworn under oath.

  
Notary Public – State of Florida



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished by facsimile transmission and regular U.S. Mail to the following counsel this 16<sup>th</sup> day of December, 2011:

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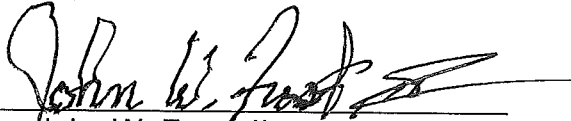
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